

1 BILL NO. S-87-07-76

2 SPECIAL ORDINANCE NO. S- 194-87

3 AN ORDINANCE approving the Contract
4 for Res. 6090-87, Walks and Curbs,
5 Michigan Avenue, NSA '87, between
6 Hipkind Concrete Corporation and
the City of Fort Wayne, Indiana,
in connection with the Board of
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 6090-87, Walks
10 and Curbs, Michigan Avenue, NSA '87, by and between Hipkind
11 Concrete Corporation and the City of Fort Wayne, Indiana, in
12 connection with the Board of Public Works and Safety, for:

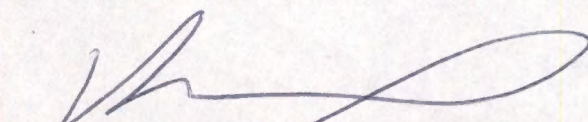
13 improvement of the following:
14 RIEDMILLER AVENUE from Taylor Street
15 to Guthrie Avenue by total sidewalks
16 and curb replacement. HALE AVENUE
17 from Riedmiller Avenue to Phenie
18 Avenue by constructing new sidewalk
(north side only) - BASE BID -
and EAGLE STREET from Michigan
Avenue to Riedmiller Avenue by
constructing partial sidewalk re-
placement and total curb replace-
ment - ALTERNATE I;

19
20 the Contract price is Seventy-One Thousand Eight Hundred Eighty-Six
21 and No/100 Dollars (\$71,886.00), all as more particularly set
22 forth in said Contract, which is on file in the Office of the
23 Board of Public Works and Safety and, is by reference incorporated
24 herein, made a part hereof, and is hereby in all things ratified,
25 confirmed and approved. Two (2) copies of said Contract are
26 on file with the Office of the City Clerk and made available
27 for public inspection, according to law.

28 SECTION 2. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 
32 Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico
seconded by Bradbury, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 7-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico
seconded by Stier, and duly adopted, placed on its
passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	_____	_____
BRADBURY	<u>✓</u>	_____	_____	<u>✓</u>	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	_____	_____	_____	_____	_____
HENRY	<u>✓</u>	_____	_____	<u>✓</u>	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 7-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-194-87
on the 28th day of July, 1987,

ATTEST:

Sandra E. Kennedy

(SEAL)

Thomas P. Henry

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of July, 1987,
at the hour of 10:00 o'clock A. M., E.S.T.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of July,
1987, at the hour of 11:00 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

NOTICE OF AWARD

TO: Hipskind Concrete Corp.
5502 Mason Dr.
Ft. Wayne, IN

1987 JUL -1 AM 9:00

PROJECT DESCRIPTION Res. 6090+NSA '87 - Michigan Ave. Base Bid

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated _____

You are hereby notified that your BID has been accepted for items in the amount of \$ 71,886.00.

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights, as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20th day of May, 1987.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

[Signature]

Title PRESIDENT

Compliance: [Signature]

cc: Jess Yoder
Bob Ebert
Susan Barnes
file

City of Fort Wayne
Board of Public Works & Safety

[Signature]
[Signature]

City of Fort Wayne
Mayor

[Signature]

Award Date: 5/20/87

version 1: 5/1/85

ITEMIZED PROPOSAL

CONTRACTOR: Hipkind Concrete Corp.

PROJ: MICHIGAN AVE. NSA'87 ALTERNATE I

RES. NO: 6090-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1.	Concrete Removal	430	S.Y.	3.00	1,290.00
2.	Curb Removal	740	L.F.	2.00	1,480.00
3.	4" Conc. Walk (incl. 2" B-Borrow)	3100	S.F.	2.00	6,200.00
4.	6" Conc. Drives (incl. 2" Conduit)	85	S.Y.	20.00	1,700.00
5.	8" Conc. Alleys (incl. 2" conduit)	80	S.Y.	22.00	1,760.00
6.	Concrete Step Risers	6	EA	125.00	750.00
7.	Concrete Curb Type III	740	L.F.	8.45	6,253.00
8.	Backfill Behind Curbs	7	TON	5.00	35.00
9.	Top Soil	48	TON	5.00	240.00
10.	Asphalt Patching	740	L.F.	.50	370.00
11.	Adjust Casting to Grade	2	EA	100.00	200.00
12.	Seed, Mulch & Fertilizer	412	S.Y.	1.00	412.00
13.	Tree Removal (36")	2	EA	450.00	900.00

TOTAL:

\$21,590.00

SHEET 2 OF 2

Note: Contractor will be paid on measured quantities only at unit price bid

ITEMIZED PROPOSAL

CONTRACTOR: Hipskind Concrete Corp.

PROJ: MICHIGAN AVE. NSA'87 BASE BID

RES. NO: 6090-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1.	Concrete Removal	1575	S.Y.	3.00	4,725.00
2.	Curb Removal	2400	L.F.	2.00	4,800.00
3.	4" Conc. Walk (Incl. 2" B-Borrow)	12000	S.F.	2.00	24,000.00
4.	6" Conc. Drives (incl. 2" Conduit)	420	S.Y.	20.00	8,400.00
5.	8" Conc. Alleys (incl. 2" Conduit)	28	S.Y.	22.00	616.00
6.	Concrete Curb Type III	2400	L.F.	8.45	20,280.00
7.	6" Conc. Wingwalk with ramps	1600	S.F.	2.25	3,600.00
8.	Top Soil	190	TON	5.00	950.00
9.	Seed, Mulch & Fertilizer	2600	S.Y.	1.00	2,600.00
10.	Adjust Casting to Grade	2	EA	100.00	200.00
11.	Tree Removal (30")	1	EA	425.00	425.00
12.	Backfill Behind Curbs	18	TON	5.00	90.00
13.	Asphalt Patching	2400	L.F.	.50	1,200.00

TOTAL:

\$71,886.00

SHEET 1 OF 2

Note: Contractor will be paid on measured quantities only at unit price bid

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____ 19____.

FIRM NAME _____

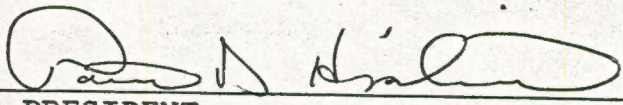
BY: _____

ADDRESS: _____

TELEPHONE: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this _____ day of _____, 19____.

Hipskind Concrete Corp.
NAME OF CORPORATION _____

BY:  _____
PRESIDENT

ADDRESS: 5502 Mason Dr., Fort Wayne, IN 46809

TELEPHONE: 747-1340

ATTEST:

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
- For MBE specify percentage of minority ownership ____%.
- For WBE specify percentage of women ownership ____%.
- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.
- The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.
- Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)
- C. _____ The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Kevin Jones	Oliver St.	All Concrete
2. Casey Strack		All Trees
3.		

- D. _____ The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Statewide Trucking	Ardmore Ave.	Trucking
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor Hipskind Concrete Corp.

By 

Its _____ President

Contractor _____

By _____

Its _____

"MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

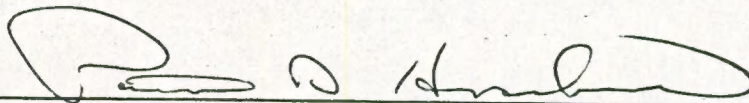
1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(Attach additional sheets, if necessary.)

CONTRACTOR: Hipskind Concrete Corp.

By: _____



President

Its: _____

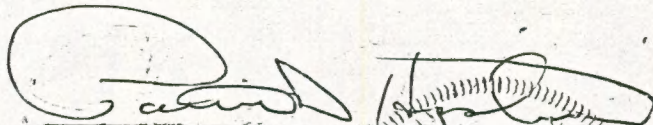
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Patrick D. Hipkind, the _____
Name
President, the Hipkind Concrete Corp.
Position Company

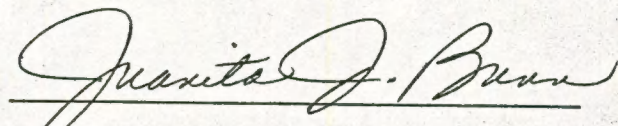
HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 28th day of February, 19 87, now on file in the office of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED May 12, 1987


Signature
President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 12th day of May, 19 87.


NOTARY PUBLIC
Resident of Allen County, IN

My Commission Expires:
July 13, 1990

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the lettering of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

Subscribed and sworn to before me by Patrick D. Hipkind

this 12th day of MAY, 1987.

My Commission Expires:

July 13, 1990

Granite J. Brown
NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by _____

this _____ of _____, 19____.

My Commission Expires: _____

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19____.

My Commission Expires: _____

NOTARY PUBLIC

Resident of _____ County, IN

It is the policy of Hipskind Concrete Corp. that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Hipskind Concrete Corp. will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

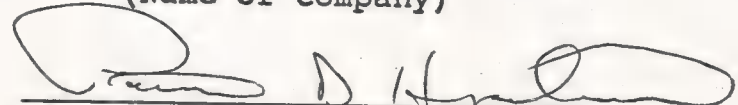
The Hipskind Concrete Corp. will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Hipskind Concrete Corp.

(Name of Company)



(Signature of Company Official)

May 12, 1987

(Date)

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Three Rivers Barricade

436-1611

Hipskind Concrete Corp.
Contractor

Resolution No. #6090-87

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Ft. Wayne, IN

.....as Obligee, (hereinafter called the "Obligee"), in the sum of 5% of Contractor's Maximum Bid Dollars (\$.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution #6090-87

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of May A.D. 19 87

HIPSKIND CONCRETE CORP.

BY: [Signature] (SEAL)

Principal

President

Title

Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

[Signature]

Witness

By: [Signature] (SEAL)

Attorney-In-Fact

Title

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Terrence J. Ward and Kathy L. Bixler, dated, January 17, 1986.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of February, A.D. 1987.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CW Robbins

Assistant Secretary

By

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 4th day of February, A.D. 1987, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 11th day of May, 1987

Christopher T. Hadden

Assistant Secretary

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Bond No.

1987 JUL -1 AM 9:01

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Ft. Wayne, IN

(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Seventy one thousand eight hundred eighty-six dollars and no/100-----

(Here insert a sum equal to at least one-half of the contract price)
Dollars (\$ 71,886.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19, entered into a contract with Owner for Resolution 6090-87 Michigan Ave. NSA 1987

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 23rd day of June A.D. 19 87

In the presence of:

HIPSKIND CONCRETE CORP.

BY: _____

Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Terence W. [Signature]

Attorney-In-Fact

Title

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Terrence J. Ward and Kathy L. Bixler, dated, January 17, 1986.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of February, A.D. 1987.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 4th day of February, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23 day of June, 1987.

Christopher T. Inabney

Assistant Secretary

DATE: 5-13-87

: BIDDER:

: BIDDER:

: BIDDER:

BIDDER:

WJ:MICHIGAN AVE. NSA'87 BASE BID

RES. NO: 6090-87

SHIPSKIND CONCRETE

1
;TOMCO CONST. CO

REITH-RILEY CONST. CO.

SPEARS-DEHNER, INC.

[illegible]

DATE: 5-13-87

: BIDDER:

: BIDDER:

: BIDDER:

: BIDDER:

:MICHIGAN AVE. NSA'87 ALTERNATE I

RES. NO: 6090-87

SHIPSKIND CONCRETE

ITOMCO CONST. CO.

IRIETH-RILEY CONST. CO.

SPEARS-DEHNER INC.

[illegible]

BID TAB

DATE: 5-13-87

PROD: MICHIGAN AVE. NSA '87 BASE AND ALTERNATE BID RES. NO: 6090-87

	BIDDER:	BIDDER:	BIDDER:	BIDDER:
	HIPSKIND CONCRETE	TOMCO CONST. CO	REITH-RILEY CONST. CO.	SPEARS-DEHNER, INC.
TOTAL EST. BASE \$76,237.50	TOTAL BASE \$71,886.00	TOTAL BASE \$76,073.00	TOTAL BASE \$77,968.50	TOTAL BASE \$100,023.10
TOTAL EST. ALT: \$22,538.25	TOTAL ALT. \$21,590.00	TOTAL ALT. \$23,848.00	TOTAL ALT. \$23,820.00	TOTAL ALT. \$28,932.20
TOTAL EST.: \$98,775.75	TOTAL: \$93,476.00	TOTAL: \$99,921.00	TOTAL: \$101,788.50	TOTAL: \$128,955.30
% over	0.00% over	1.15% over	2.96% over	23.40% over
% under	5.37% under	0.00% under	0.00% under	0.00% under

IMPROVEMENT RESOLUTION

NO. 6090-87

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve:

RIEDMILLER AVENUE From Taylor Street to Guthrie Avenue by total sidewalk and curb replacement

HALE AVENUE From Riedmiller Avenue to Phenie Avenue by constructing new sidewalk (north side only) - BASE BID - and

EAGLE STREET From Michigan Avenue to Riedmiller Avenue by constructing partial sidewalk replacement and total curb replacement - ALTERNATE I

This project will also be known as MICHIGAN AVENUE NSA'87


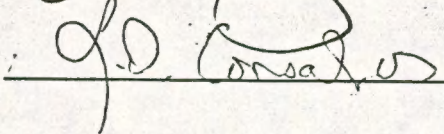
all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development and Planning Department.

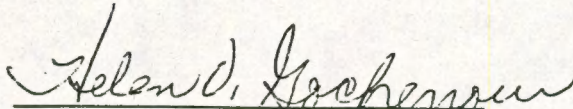
This project is funded by a HUD Community Development Block Grant and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Adopted, this 15th day of April, 19 87.

BOARD OF PUBLIC WORKS & SAFETY


Robert R. Gino

J.D. Connelley

ATTEST:


Helen D. Gochenson
Secretary and Clerk

TITLE OF ORDINANCE Contract for Res. 6090-87, Curbs & Walks, Michigan Ave.
NSA '87

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6090-87, Michigan Avenue NSA'87,

is for the improvement of the following: RIEDMILLER AVENUE from Taylor
Street to Guthrie Avenue by total sidewalks & curb replacement.HALE AVENUE from Riedmiller Avenue to Phenie Avenue by constructing new
sidewalk (north side only) - BASE BID - andEAGLE STREET from Michigan Avenue to Riedmiller Avenue by constructing
partial sidewalk replacement and total curb replacement - ALTERNATE I

Hipkind Concrete Corporation is the contractor.

EFFECT OF PASSAGE Improvement of curbs and sidewalks at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$71,886.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-07-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) ~~XXXXXXXXXXXX~~ (RESOLUTION) approving the Contract

for Res. 6090-87, Walks and Curbs, Michigan Avenue, NSA '87,
between Hipkind Concrete Corporation and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION) ~~XXXXXXXXXX~~

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY
VICE CHAIRPERSON

PAUL M. BURNS

James S. Stier

JAMES S. STIER

Charles B. Redd

CHARLES B. REDD

CONCURRED IN 7-28-87

SANDRA E. KENNEDY
CITY CLERK